Brewery, Soda, and Mineral Water Bottlers of California, Local Union No. 896, International Brotherhood of Teamsters, AFL–CIO *and* Anheuser-Busch, Inc. Case 20–CB–11628–1

July 16, 2003

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND WALSH

On August 13, 2002, Administrative Law Judge Clifford H. Anderson issued the attached decision. The Respondent Union filed exceptions and a supporting brief. The Charging Party filed an answering brief to the Respondent's exceptions. The Respondent filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions, except as modified and set forth in full below.

The Respondent Union was party to a collective-bargaining agreement that provided that employees "have the responsibility to report to their supervisor, or other appropriate company representative, any unsafe conditions, practices, or violations of the company's safety regulations." In early September 2001, the Employer observed a notice on the Union's bulletin board, from the Union's business representative, which recited in part:

> IF YOU HAVE A PROBLEM WITH A UNION BROTHER OR SISTER, CONTACT YOUR SHOP STEWARD OR THIS OFFICE.
>
> Remember: Going to management about a fellow Union member could leave you open to internal charges.

The Employer removed the notice, but on or about September 12, 2001, new notices were posted, which contained similar language:

> IF YOU HAVE A PROBLEM WITH A UNION BROTHER OR SISTER, CONTACT YOUR SHOP STEWARD OR THIS OFFICE.
>
> Remember: follow this direction to avoid any possibility of internal charges.

These notices were also taken down, but reappeared on bulletin boards later in September and October.

Citing *Office Employees Local 251 (Sandia National Laboratories)*, 331 NLRB 1417 (2000), the judge found that the Union's notices violated Section 8(b)(1)(A) of the Act, by threatening internal union discipline against members who complied with their responsibilities under the collective-bargaining agreement by reporting fellow members implicated in safety violations and related matters. The judge found that union members were presented with a Hobson's choice: they risked union discipline if they reported fellow members and employer discipline if they did not. Because the Union's notices and their threat of union discipline interfered with the employment relationship of union members, they violated the Act.

The Respondent excepts, arguing that the judge erred in failing to consider the Respondent's legitimate interest in promoting union member solidarity and in failing to find that, in these circumstances, this interest outweighed the Section 7 rights of employees. We agree that our decisions require balancing the important competing interests at stake. See *Steelworkers Local 9292 (Allied Signal Technical Services Corp.)*, 336 NLRB 52, 54 fn. 5 (2001). But we find that the balance here supports finding a violation.

The Union's notices ran afoul of Section 7 rights in at least two respects. First, the threatened discipline reasonably tends to restrain or coerce members from exercising their Section 7 rights to complain concertedly to management about safety violations, including those committed by a fellow member. Second, the threats of internal discipline reasonably would compel union members to act in contravention of a collectively bargained for agreement.

It is well established that nothing in the Act precludes a union from instituting its own rules for maintaining intraunion discipline and thus maintaining union solidarity, so long as those rules do not impair any policy that Congress has imbedded in the Act, and are reasonably enforced against union members who are free to resign from the Union and thus escape the rules. See *Scofield v. NLRB*, 394 U.S. 423, 430 (1969); *Sandia National Laboratories*, supra, 331 NLRB at 1422. However, union discipline, or threatened discipline, of members for complying with express provisions of a collectively negotiated agreement contravenes the Act's basic policy of promoting collective bargaining. *Stationary Engineers Local 39*, 240 NLRB 1122 (1979).[1]

Here, the Union threatened internal discipline if members adhered to the provisions of the collective-bargaining agreement obligating them to report fellow employees' unsafe practices. The threat of discipline therefore was in direct contravention of the collective-bargaining agreement and the basic policy of the Act

[1] See *Teamsters Local 100 (Moraine Materials Co.)*, 214 NLRB 1094, 1096 (1974), enfd. 526 F.2d 731 (6th Cir. 1975); *Mine Workers Local 12419 (National Grinding Wheel Co.)*, 176 NLRB 628 (1969).

promoting collective bargaining. Moreover, the threat was also contrary to the members' basic Section 7 right to concertedly address their Employer about their safety concerns. Further, these basic policies are not outweighed by the Respondent's significant interest in promoting member solidarity. On the contrary, under the circumstances of this case, such interests must give way to the strong public policy favoring collective bargaining. *Stationary Engineers*, 240 NLRB at 1124. To hold otherwise would provide incentive for unions to violate collective-bargaining agreements—a result that runs counter to the basic policy of the Act. *Mine Workers (National Grinding Wheel Co.)*, supra.

To the extent that the Union appears to argue that the notices do not tell members to refrain from going to management, we disagree. We note that the notice dated July 10 did contain this admonition, and it was therefore unlawful. Further, the notice dated September 10 did not disavow this admonition.

We also find no merit in the Union's 10(b) contention. As found by the judge, both letters were posted in the 10(b) period and contained threats of internal union charges. Even if identical letters were posted outside the 10(b) period, the reposting of these letters within the 10(b) period renders them vulnerable to attack. As to the September 10 letter, it contained a newly worded threat.

Accordingly, we find that the Respondent violated Section 8(b)(1)(A).

ORDER

The Respondent, Brewery, Soda and Mineral Water Bottlers of California, Local Union No. 896, International Brotherhood of Teamsters, AFL–CIO, Los Angeles, California, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Threatening members in the bargaining unit at the Charging Party's Fairfield, California Brewery with internal discipline if they report a fellow union member to management at a time when the collective-bargaining agreement makes it the employees' responsibility to report safety and other rule violations to their supervisors.

(b) Posting notices on union bulletin boards at Anheuser-Bush's Fairfield, California Brewery telling members that going to management to complain about fellow members could leave them open to internal union charges or post notices on those same union bulletin boards telling members that they must follow our directives against reporting fellow members to avoid any possibility of internal union charges.

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) Within 14 days after service by Region 20, post on each of the Union's bulletin boards at the Fairfield, California Brewery of Anheuser-Busch, Inc., copies of the attached Notices set forth in the Appendix.[2] Copies of the notice, on forms provided by the Regional Director, in English and such other languages as the Regional Director determines are necessary to fully communicate with employees, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days on each board. Reasonable steps shall be taken by the Respondent to ensure the notices are not altered, defaced, or covered by other material.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist any union

Choose representatives to bargain on your behalf with your employer

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

Federal law provides that labor organizations may set their own internal rules regarding acquisition and retention of union membership and governance of its internal affairs, including the imposition of internal discipline on members. Such procedures, however, may not be improperly used to affect the union members employment relationship.

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

We represent certain employees of the Anheuser-Busch Brewery in Fairfield, California, and have entered into collective-bargaining agreements or contracts with Anheuser-Bush concerning those employees and other employees. Our current contract provides that covered employees have the responsibility to report to their supervisors any unsafe conditions, practices of violations of the Company's safety regulations.

Since our members covered by this contract have the obligation to report to their supervisor any unsafe conditions, practices or violations of the Company's safety regulations, and since this may include the responsibility to report on fellow union members, we give our members who have this responsibility the following assurances.

WE WILL NOT post notices on union bulletin boards at Anheuser-Bush's Fairfield, California Brewery telling members that going to management to complain about fellow members could leave them open to internal union charges or post notices on those same union bulletin boards telling members that they must follow our directives against reporting fellow members to avoid any possibility of internal union charges.

WE WILL NOT threaten to fine or discipline union members for fulfilling their responsibility under the contract to report to their supervisor any unsafe conditions, practices or violations of the Company's safety regulations.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

BREWERY, SODA, AND MINERAL WATER BOTTLERS OF CALIFORNIA, LOCAL UNION NO. 896, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL–CIO

Margaret M. Dietz, Esq., for the General Counsel.
Sheila K. Sexton, Esq. (*Beeson, Tayer & Bodine*), of Oakland, California, for the Respondent.
William L. Cole, Esq. (*Mitchell, Silberberg & Knupp LLP*), of Los Angeles, California, for the Charging Party.

DECISION

STATEMENT OF THE CASE

CLIFFORD H. ANDERSON, Administrative Law Judge. I heard this case in trial in San Francisco, California, on May 23, 2002. Posthearing briefs were due on July 5, 2002. The matter was heard pursuant to a complaint and notice of hearing issued by the Regional Director for Region 20 of the National Labor Relations Board on February 20, 2002. The complaint is based upon a charge filed by Anheuser-Bush, Inc. (the Charging Party or the Employer) against Brewery, Soda and Mineral Water Bottlers of California, Local Union No. 896, International Brotherhood of Teamsters, AFL–CIO (the Respondent or the Union) on November 8, 2001, and docketed as Case 31–CB–10943. The charge was transferred from Region 31 to Region 20 on November 13, 2001, and renumbered as Case 20–CB–11628–1.

The complaint, as amended at the hearing, alleges that the Union violated Section 8(b)(1)(A) of the National Labor Relations Act (the Act) by posting on the Respondent's bulletin boards at its Fairfield, California brewery notices to employees represented by it that threatened members of the Union with internal union charges if they complained to the Employer about fellow members of the Union. The Union filed a timely answer denying that the notices posted by it violated the Act.

FINDINGS OF FACT

All parties were given full opportunity to participate at the hearing, to introduce relevant evidence, to call, examine and cross-examine witnesses, to argue orally, and to file posthearing briefs.

Upon the entire record herein, including helpful briefs from all parties and from my observation of the witnesses and their demeanor, I make the following findings of fact.[1]

I. JURISDICTION

The complaint alleges and the answer admits that at all times material the Charging Party is, and has been, a corporation with an office and place of business in Fairfield, California, engaged in the operation of a brewery. The complaint further alleges, and the answer admits, that during 2001, the Charging Party in conducting its business operations sold and shipped from its Fairfield, California facility products valued in excess of $50,000 directly to points outside the State of California.

Based on these facts, the complaint alleges, the answer admits, and I find that the Charging Party is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that the Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Facts

1. Background

The Respondent is a major brewer with multiple brewery facilities including a brewery located in Fairfield, California. The Union is a labor organization which has for several scores of years represented the Employer's employees including the Employer's employees in the following unit (the unit):

> All employees covered by the current Fairfield, California Plant Agreement between the Employer and the Respondent; excluding all managerial, professional employees, sales em-

[1] As a result of the pleadings and the stipulations of counsel at the trial, there were few disputes of fact regarding collateral matters. Where not otherwise noted, the findings herein are based on the pleadings, the stipulations of counsel, or unchallenged credible evidence.

> ployees, clerical employees, confidential employees, guards and supervisors as defined in the Act.

The complaint alleges, the answer admits, and I find that by virtue of Section 9(a) of the Act, the Respondent has been the exclusive collective-bargaining representative of the employees in the unit.

At all material times, the current collective-bargaining agreement, referred to in the unit description above, has contained a provision that states as follows:

> Employees shall have the right and it shall be their responsibility to report to their supervisor, or other appropriate Company representative, any unsafe conditions, practices, or violations of the company's safety regulations.

In conjunction with its operations, the Employer maintains various written safety regulations and other rules and regulations applicable to unit employees in Fairfield which direct employees to report unsafe conditions, injuries, observations, and near misses to supervision. The Employer also maintains policies respecting racial and sexual harassment and discrimination.

The Fairfield facility is a large operation with eight separately located bulletin boards provided by the Employer to the Union for the Union's exclusive use in communicating with unit employees (the union bulletin boards). At all times material the Union has in fact used the union bulletin boards to post materials for its membership employed at the facility.

At relevant times the Employer's manager of human resources was Ralph Koeppe. The Union's secretary treasurer was Rene Madrano and its business representative was Daniel Valencia.

At relevant times the Union has maintained bylaws which provide, inter alia, for membership, the obligations and responsibilities of membership, and procedures for the filing of internal union charges against and the trial of members for rule violations. Adjudicated violations under the Union's rules provide for fines and expulsions as potential punishments in appropriate cases.

2. Events

Ralph Koeppe testified that in the first week of September, 2001, he observed posted on at least several of the union bulletin boards a notice on the Union's printed letterhead and logo, captioned with the title: "Bulletin" with the following language printed in about .25 inch font size with the capitalization and underlining as appears on the original:

> July 10, 2001
>
> ATTENTION: Local 896 Members
>
> It has come to my attention that there have been a number of incidents where local 896 members have gone to management to complain about other union members.
>
> IF YOU HAVE A PROBLEM WITH A UNION BROTHER OR SISTER, CONTACT YOUR SHOP STEWARD OR THIS OFFICE.
>
> Remember: Going to Management about a fellow Union member could leave you open to internal charges.
>
> Fraternally,
> Daniel Valencia
> Business Representative

Koeppe testified that he took some or all of the notices down and called Daniel Valencia, the Union's business representative, about the notices. The conversation is not in dispute. Koeppe told Valencia he disapproved of the notices because they "impacted on our employees' ability to communicate" with the Employer. Valencia told Koeppe that the notices have long been used by the Union and he had simply had the memo as posted by prior union officials, reprinted, and reposted with his own name on them. He did not disagree with the removal of the memos. Whether entirely by Koeppe's hand or with union participation, the memos were in fact removed.

On, or a day or two after September 10, 2001, Koeppe testified he observed the following new notice on some or all of the union bulletin boards:

> Shop Steward Please Post
>
> September 10, 2001
>
> ATTENTION: Local 896 Members
>
> It has come to my attention that the have been a number of incidents where Local 896 members have gone to management to complain about other union members.
>
> IF YOU HAVE A PROBLEM WITH A UNION BROTHER OR SISTER, CONTACT YOUR SHOP STEWARD OR THIS OFFICE.
>
> Remember: follow this direction to avoid any possibility of internal charges.
>
> Fraternally,
> Daniel Valencia
> Business Representative

Koeppe testified he soon thereafter called Valencia. He testified:

> I told [Valencia] that in my estimation the posting, even though it had been modified slightly, was the same, from my perspective, that it still had the same impact, that there was still the mention of charges, and that I didn't believe the September 10th document was appropriate, either, and that I would take it down.

Koeppe removed the notices, but found that in September and October 2001, the notices kept being reposted on the union bulletin boards despite his repeated removals. There was no dispute that the Union had caused the notices to be reposted and

was unwilling to agree to discontinue posting them. The Charging Party filed its charge on November 8, 2001.

The Union adduced evidence that the July 10, 2001 captioned notice, save with differing dates and signing officials, had been posted for years with the July 10, 2001 notice in fact first posted on or around that date, and maintained on some or all of the union bulletin boards until the events described by Koeppe. The Union further adduced testimony that no internal union charges had been filed against members for going to management with complaints about fellow union members.

B. Analysis and Conclusions

1. The argument of the parties

The complaint alleges and the General Counsel argues joined by the Employer that the Union, by posting the notices for the periods at issue, without more, restrained and coerced employees in the exercise of Section 7 rights in violation of Section 8(b)(1)(A) of the Act. The General Counsel notes that the Board has recently revisited the union discipline area of Board law in *Office Employees Local 251 (Sandia National Laboratories*), 331 NLRB 1417 (2000). In that case the Board held that a labor organization violates Section 8(b)(1)(A) of the Act in disciplining members if such discipline: (1) impacts on the employment relationship, (2) impairs access to the Board's processes, (3) pertains to unacceptable methods of union coercion, or, (4) otherwise impairs policies imbedded in the Act.

The instant matter, the General Counsel and the Charging Party argue, the Union's actions fall within the first and fourth proscriptions of the *Sandia* decision. Respecting the first category, they argue the Union's threat of "internal discipline" for members who report to management respecting a fellow union member impacts on the employment relationship of the unit employees because the employees bear the responsibility under the Employer's rules to report any "unsafe conditions, practices, or violations of the company's safety regulations." Since the Employer has a wide ranging body of regulations, argues the General Counsel, it is inevitable that members who fulfill their responsibility to report violations may have to go to management with reports that include complaints respecting other union members.

The General Counsel and the Charging Party argue that the Union's actions also impair policies imbedded in the Act by chilling employees Section 7 rights to engage in various forms of protected concerted activity such as groups of employees complaining to management about a hostile work environment created by sexual or racial harassment. The Charging Party emphasizes that the Act in Section 9(a) provides that individual employees or groups of employees "shall have the right at any time to present grievances to their employer and to have such grievances adjusted without the intervention of the bargaining representative so long as the adjustment is not inconsistent with the terms of a collective-bargaining agreement then in effect."

The Union opposes the proffered theories of the General Counsel and the Charging Party and makes several additional arguments. Initially the Respondent argues that the Respondent's admonition to members does not and may not be fairly read to restrict Section 7 activities. Thus, the Respondent notes that in *Communications Workers Local* 5795 (*Western Electric Co.*), 92 NLRB 556 (1971), a union which fined a member who reported a fellow workers violation to management, was held not to violate Section 8(b)(1)(A) of the Act because the individual member's actions in reporting to management was not concerted within the meaning of Section 7 and hence not protected activity. The Respondent emphasizes the Board's holding in *Lafayette Park Hotel*, 326 NLRB 824 (1998), which cautioned that in considering rules as facial violations of the Act, reason must be applied and one factor for consideration is whether or not the respondent led employees to reasonably believe that the rule under challenge prohibits Section 7 activity, including the respondent's enforcement history of the rule. The Respondent notes that the postings are benign, have never been enforced or applied against members in the ad horrendum manner posted by the government and are but repeat postings of long-posted, longstanding policy.

Turning to the government's contention that the Union seeks to prohibit job performance obligations, the Respondent argues that a fair reading of the bulletin under challenge simply does not mention or implicate such conduct and therefore may not be found to violate the Act. The Respondent notes that, unlike an employer with its direct power over all aspects of the employment relationship, a union has "lesser disciplinary power." (R. Br. at 9.) Further, the Union argues the proviso to Section 8(b)(1)(A) of the Act significantly limits the intrusion of the Section into the internal procedures of a labor organization in prescribing its own rules with respect to its membership.

2. Applicable law

Section 8(b)(1)(A) of the Act states:

> 8(b) It shall be an unfair labor practice for a labor organization or its agents—
> (1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in Section 7: *Provided*, that this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein;

In *Office Employees Local 251 (Sandia National Laboratories*), 331 NLRB 1417, 1418–1419 (2000), the Board set forth its reconsidered view of union discipline law:

> [W]e find that Section 8(b)(1)(A)'s proper scope, in union discipline cases, is to proscribe union conduct against union members that impacts on the employment relationship, impairs access to the Board's processes, pertain to unacceptable methods of union coercion, such as physical violence in organizational or strike contexts, or otherwise impairs policies imbedded in the Act.

The United States Supreme Court addressed the union discipline employment relationship issue in *Scofield v. NLRB*, 394 U.S. 423 (1969), enfg. *Auto Workers Local 283 (Wisconsin Motor Corp.)*, 145 NLRB 1097 (1964). In that case the union had established a rule limiting its members employed by an employer from exceeding the employer's production quota and fined members who violated it. The employer "vigorously opposed" the union's rule against exceeding the production

quota, but never sought to discipline any of its employees for adherence to the union rule's requirements. The Board found no violation of the Act because the rule did not interfere with the union member's employment relationship. The Court sustained the Board's dismissal. It held, at 394 U.S. 430:

> Section 8(b)(1)(A) leaves a union free to enforce a properly adopted rule which reflects a legitimate union interest, impairs no policy which Congress has imbedded in the labor laws, and is reasonably enforced against union members who are free to leave the union and escape the rule.

The Board limits union discipline in situations where the member's conduct required to comply with the union rules puts the member at risk of discipline from the employer as an employee. Thus, the Board considered a leadman's situation in *Teamsters Local 439 (University of the Pacific)*, 324 NLRB 1096 (1997). The newly appointed leadman was told that his job responsibilities included monitoring work and employees in his group and that he would be expected to report problems with personnel respecting other employees' unsafe practices or nonperformance in their job. The new leadman in fact reported the nonperformance of fellow union members to his employer and was fined by his union for doing so. The General Counsel contended that the fine against the member for performing his employer-assigned tasks violated Section 8(b)(1)(A) of the Act. The judge with Board approval agreed citing *Carpenters (Hopeman Bros.)*, 272 NLRB 584 (1984), and *Chemical Workers Local 604 (Essex International)*, 233 NLRB 1239 (1977).

3. Conclusions

The Board, even following its recent reconsideration of the reach of Section 8(b)(1)(A) of the Act in discipline cases in *Sandia*, supra, continues to hold that union discipline that impacts on the employment relationship violates the Act. The General Counsel's argued impact on the employment relationship here is that the union members threatened with discipline under the Union's posted notices if they report on fellow union members to management are required to do precisely that, i.e., report on other employees including other employee union members in certain situations by the language of the contract. Thus, the Employer and the General Counsel argue, the Charging Party's employees who are union members are akin to the lead employee in *Teamsters Local 439*. They are subject to employer-invoked discipline as rule breaking employees, if they honor the posted warnings of the Union.

I agree with the General Counsel that the contractual provision obligates unit members to report to "management" violations of rules which in at least some settings and circumstances requires them to report on fellow union members. That contract language is quoted in full below:

> Employees shall have the right and it shall be their responsibility to report to their supervisor, or other appropriate company representative, any unsafe conditions, practices, or violations of the company's safety regulations.

I further find that it is also clear that the "responsibility" created by the contract language will inevitably require at least some union members at some time and under some circumstances to turn in other union members to management in the sense that reported unsafe conditions caused by others "turns in" those others for possible discipline.

I further find that this obligation is reasonably evident from the language quoted and that unit employees, covered by the contract language, would reasonably understand their obligations under that language. Thus, I find that unit members, including union members, are, or reasonably should be, aware that times may arise when the contract makes it their responsibility to report fellow union members to management for rule violations or unsafe practices conditions.

I also find based on the cases cited, that if the Union had fined or otherwise disciplined a union member, who is in the bargaining unit and covered by the quoted contract language, for reporting a fellow union member or members to management for rule violations or unsafe practices conditions, it would violate Section 8(b)(1)(A) of the Act.

Given this finding, does it follow inevitably that the Union's posted notices also violate Section 8(b)(1)(A) of the Act? The posted warning to union members, explicit in the notices, is that they may not with impunity complain to management about other union members save at risk of internal charges and resulting discipline.

The Union, as noted, argues that the notices could not reasonably be interpreted by union members to restrict employee reports to management, and the Union has not applied its rules to interfere with employees' employment obligations. Thus, the Union argues that, even if a union fine or other union discipline directed against a member for reporting unsafe working conditions to the Employer which implicate a fellow union member might violate Section 8(b)(1)(A) of the Act, the Union's notices do not reasonably threaten nor has the Union historically ever taken such actions.

The argument of the Respondent that the notices are historical documents, which had been posted well before the 6-month period of Section 10(b) of the Act, is not a defense to the violation since the argued threats contained on the notices are continuing violations of the Act and do not become immune from the protections of the Act by virtue of Section 10(b) of the Act. So, too, the fact that the Union has never applied its internal union discipline to members in a manner consistent with the argued threat the memos presents in the view of the government and the Employer, while relevant under *Lafayette Park Hotel*, supra, is not conclusive respecting the facial invalidity of the notices.

It is necessary to consider the language of the notices in light of the entire setting and circumstances presented. The language of the notices is clear and unambiguous. The actual language of the notices includes:

> [Union M]embers have gone to management to complain about other union members.
>
> IF YOU HAVE A PROBLEM WITH A UNION BROTHER OR SISTER, CONTACT YOUR SHOP STEWARD OR THIS [UNION] OFFICE.
>
> Remember: follow this direction to avoid any possibility of internal charges.

The warning is broad and all encompassing. I explicitly find it includes by its terms—and further find that union member unit employees would reasonably conclude that it includes by its terms—that the member risks internal union charges by going to management to report unsafe working conditions or safety violations which were created by or the fault of other union members.

I further find this threat reasonably chills union member-unit employees' rights and obligations to make such reports. Since the union member-unit employees are obligated to report such conditions, I further find that by honoring the Union's instructions, the union member-unit employees are at risk of employer discipline should they acquiesce in the union posting's commands. I find therefore under the cases cited, supra, that the Union's notices interfere with the unit employees employment relationship and violate Section 8(b)(1)(A).

Given all the above, and based on the cases cited and the record as a whole, I find the General Counsel has sustained the allegations of the complaint and that the Respondent by posting the notices in the manner alleged, has violated Section 8(b)(1)(A) of the Act. Having sustained the violation alleged in the complaint under the Board's "interference with the employment relationship" theory, it is not necessary to consider the alternate theories of a violation advanced by the General Counsel and the Charging Party.

REMEDY

Having found that the Union violated the Act in posting the notices described above on its assigned bulletin boards at the Anheuser-Bush Brewery in Fairfield, California, I shall order that it cease and desist there from and post remedial board notices at the same locations. Further, the Board notices will conform to the Board's recent decision in *Ishikawa Gasket America, Inc*., 337 NLRB 175 (2001), that notices should be drafted in plain, straightforward, layperson language that clearly informs employees and union members of their rights and the violations of the Act found herein.

CONCLUSIONS OF LAW

On the basis of the above findings of fact and the record as a whole and Section 10(c) of the Act, I make the following conclusions of law.

1. The Charging Party is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent is, and has been at all relevant times, a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(b)(1)(A) of the Act by threatening members who are employed in the bargaining unit at the Charging Party's Fairfield, California Brewery with internal discipline, if they report a fellow union member to management at a time when the collective-bargaining agreement makes it the employees' responsibility to report safety and other rule violations to their supervisors.

4. The unfair labor practices described above are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

[Recommended Order omitted from publication.]